

DOE ARRA WEATHERIZATION PROGRAM

Subcontractor Requirements Summary Handout

1. Requires that Contractors and all resulting subcontractors be held to the same accounting and reporting requirements.

A. Contractor agrees to separately identify to each subcontractor and to document at the time of sub award and at the time of disbursement of funds, the Federal award number, Catalog of Federal Domestic Assistance number, and amount of Recovery Act Funds. When a Contractor awards Recovery Act funds for an existing program, the information furnished to subcontractor shall distinguish the sub awards of incremental Recovery Act funds from regular sub awards under the existing program.

B. Contractor agrees to require its subcontractor to include on its Schedule of Expenditures of Federal Awards (SEFA) information to specifically identify Recovery Act funding similar to the requirements for the recipient SEFA. This information is needed to allow CSD to properly monitor subcontractor expenditure of ARRA funds as well as oversight by the Federal awarding agencies, Offices of Inspector General and the Government Accountability Office.

2. Prevailing Wage: Provides that prevailing wage laws apply to work done in furtherance of this contract, and all future amendments.

A. Section 1606 of the Recovery Act requires that all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the Recovery Act shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code.

B. Pursuant to Reorganization Plan No. 14 and the Copeland Act, 40 U.S.C. 3145, the Department of Labor has issued regulations at 29 CFR parts 1, 3, and 5 to implement the Davis-Bacon and related Acts. Regulations in 29 CFR 5.5 instruct agencies concerning application of the standard Davis-Bacon contract clauses set forth in that section. Grants, cooperative agreements, and loans under the Recovery Act shall ensure that the standard Davis-Bacon contract clauses found in 29 CFR 5.5(a) are incorporated in any resultant covered contracts that are in excess of \$2,000 for construction, alteration or repair (including painting and decorating).

3. Subcontractor Training: Requires Contractors who elect to pay for the training of a subcontractor to enter into a retention agreement with the subcontractor for at least 12 months.

4. Buy American: New contract provision that requires that contractor use iron, steel or manufactured goods produced in the United States.

A. Contractor shall assure, pursuant to Public Law 103-333, Section 507, to the extent practicable, that all equipment and products purchased with funds made available under this Agreement shall be American made.

5. Subcontracts: Includes provisions for Contractor to notify CSD regarding any subcontract agreements entered into for the purposes of this contract. Requires all subcontractors to adhere to the same training and reporting provisions as the Contractor.

6. Contractor shall not pay Federal funds received from CSD to any entity in which it (or one of its employees, officers, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein) has an interest. As ownership constitutes a financial interest, Contractor shall not subcontract with a subsidiary. Similarly, Contractor shall not subcontract with an entity that employs or is about to employ any person described in 10 CFR 600.236 (for states and local governments) and (2009 DOE WAP)

7. Contractor may enter into subcontract(s) to perform part or all of the services contemplated under this Agreement. Prior to the commencement of subcontracted services under this Agreement, Contractor shall obtain board approval, to include but not be limited to an assurance that the subcontractor agreement(s) shall comply with all terms, conditions, assurances, and certifications of this Agreement for the nonprofit and local governmental agencies performing services in the area(s) described in EXHIBIT A, SCOPE OF WORK, Section 4.

A. Contractor shall provide written notification to the State within 60 calendar days of execution of each subcontractor agreement the name of the subcontractor entity, its address, telephone number, contact person, contract amount, and program description of each subcontractor activity to be performed under this Agreement.

B. Contractor remains responsible to substantiate the allowable and allocable use of all funds under this Agreement and to adopt fiscal control and accounting procedures sufficient to permit the tracing of funds paid to any subcontractor to a level of expenditure adequate to establish that such funds have not been used in violation of this Agreement. Contractor shall ensure that any subcontracts under this Agreement contain all provisions necessary to ensure adequate substantiation and controls of the expenditure of such funds. Contractor may achieve this through detailed invoices, by periodic monitoring of subcontractor's program activities and fiscal accountability, by

retaining a right of reasonable access to the subcontractor's books and records, or by any other method sufficient to meet Contractor's responsibility to substantiate costs required by OMB Circulars A-87, 122, and 133.

8 RIGHT TO MONITOR, AUDIT, AND INVESTIGATE

A. Any duly authorized representative of the federal or state government, which includes but is not limited to the State Auditor, CSD Staff, and any entity selected by CSD to perform inspections, shall have the right to monitor and audit Contractor and all subcontractors providing services under this Agreement through on-site inspections, audits, and other applicable means the State determines necessary.

B. Contractor shall make available all reasonable information necessary to substantiate that expenditures under this agreement are allowable and allocable, including, but not limited to books, documents, papers, and records. Contractor shall agree to make such information available to the federal government, the state, or any of their duly authorized representatives including representatives of the entity selected by CSD to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request therefore.

9. Training for New Subcontractors: New subcontractors without prior CSD experience must complete all training prior to entering a dwelling.

A. All training, as indicated by employee classification in Attachment I, shall be provided through a CSD-approved training center utilizing CSD-approved training curriculum. In-house training shall no longer be an acceptable form of training to meet any CSD training requirements for weatherization services with the exception of HUD-approved Lead-Safe Weatherization Training or unless otherwise noted. Training coursework must be successfully completed.

B. Training Provisions for New Staff of Contractor and Subcontractors with Prior CSD Experience Who Provide Basic Weatherization Services

1) For the purposes of this section, subcontractors must have prior experience providing basic weatherization pursuant to a CSD program. Subcontractors who do not have prior basic weatherization experience pursuant to a CSD program must follow the training provisions in Exhibit F, Section 1.D.

2) Within 30 days of employment, weatherization employees of Contractor and subcontractors shall receive Health and Safety and Environmental Hazards Awareness Training. An Assessor, Worker, Supervisor, or Inspector shall not be allowed to enter, assess, weatherize, or inspect a dwelling unit until the required Health and Safety and Environmental Hazards Awareness Training has been completed.

3) Within 60 days of employment, all weatherization employees of Contractor and subcontractors shall receive Basic Weatherization Training.

4) Within 180 days of employment, weatherization employees of Contractor and subcontractors shall receive Duct Leakage/Blower Door Diagnostic Training. No employee of Contractor and subcontractor shall perform diagnostic testing without having completed the required training except when supervised by a journeyman or supervisor who has completed the required CSD-approved training.

5) Within 180 days of employment, weatherization employees of Contractor and subcontractors shall receive Combustion Appliance Safety Training. No employee of Contractor and subcontractors shall perform combustion appliance safety checks without having completed the required CSD approved training.

6) Within 180 days of employment, weatherization employees of Contractor and subcontractors who perform assessments and/or field supervision shall receive Field Assessment Training. No employee of Contractor and subcontractors shall perform assessments without having completed the required training except when supervised by a journeyman or supervisor who has completed the required CSD-approved training.

7) Within 180 days of employment, weatherization employees of Contractor and subcontractors who perform inspections and/or field supervision shall receive Quality Assurance Training. No employee of Contractor and subcontractor shall perform inspections without having completed the required training except when supervised by a journeyman or supervisor who has completed the required CSD-approved training.

C. Training Provisions for Existing Staff of Contractor and Subcontractors with Prior CSD Experience Who Provide Basic Weatherization Services

1) For the purposes of this section, subcontractors must have prior experience providing basic weatherization pursuant to a CSD program. Subcontractors who do not have prior basic weatherization experience pursuant to a CSD program must follow the training provisions in Exhibit F, Section 1.D.

2) Within 30 days of the execution of this agreement, existing weatherization employees of Contractor and subcontractors shall receive the Health and Safety and Environmental Hazards Awareness Training.

3) Within 90 days of the execution of this agreement, existing weatherization employees of Contractor and subcontractors that have completed the following classes at a CSD-approved training center prior to the dates listed below or for whom no training dates at a CSD-approved training center are recorded but have field experience of at least 12 months performing weatherization services and diagnostic testing for CSD weatherization programs shall be required to take and pass an online assessment test or receive the required CSD-approved trainings.

a. Basic Weatherization – November 2003

b. Duct Blaster – April 2006

c. Blower Door – April 2006

4) Within 90 days of the execution of this agreement, existing weatherization employees of Contractor and subcontractors that have completed Combustion Appliance Safety Training through a CSD-approved training center prior to April 2006 or who have no training dates recorded shall receive Combustion Appliance Safety Training.

5) Within 120 days of the execution of this agreement, weatherization employees of Contractor and subcontractors who perform assessments and/or field supervision shall receive Field Assessment Training.

6) Within 120 days of the execution of this agreement, weatherization employees of Contractor and subcontractors who perform inspections and/or field supervision shall receive Quality Assurance Training.

7) All on-line assessment tests shall be performed during a specified 30-day period as indicated by CSD.

D. Subcontractors who have never provided basic weatherization services pursuant to a CSD program are required to have all staff complete the entire required course of training, relative to their job classification, as detailed in Exhibit F, Attachment I prior to commencing unit production work.

E. Training Provisions for Staff of Subcontractors Who Provide Specialty Services

1) All subcontractors and their field employees who perform specialty work for a Contractor shall receive the Health & Safety and Environmental Hazards Awareness Training before providing services.

2) All field employees of subcontractors who perform the of HVAC work for a Contractor are strongly encourage to receive the required CSD-approved training. If the subcontractor does not receive the training, it shall be the responsibility of the Contractor to perform all pre- and post-combustion appliance safety diagnostic testing for all HVAC services performed by subcontractors.

3) All field employees of subcontractors who perform the majority of insulation work for a Contractor shall receive Insulation Training before providing services.

F. For weatherization services performed on HUD units, all work crews of Contractor and subcontractors who provide basic weatherization or specialty services are required to be trained in HUD-approved Lead-Safe Weatherization, although certification is not required. No employee of Contractor and subcontractors shall perform work in a pre-1979 HUD dwelling until the required training has been received. Although a crew supervisor can be certified as a HUD Lead Abatement Supervisor or Worker, it is not a substitute for the requirement of trained work crews.

G. Contractor shall maintain and make available for reference to Contractor's employees and subcontractors who perform weatherization services the following:

- 1) Current CSD Conventional Home WIS Manual;
- 2) Current CSD Mobile Home WIS Manual;
- 3) CSD Low-Income Weatherization Assistance Program Policies and Procedures Manual;
- 4) Other applicable policies and procedures; and
- 5) Official Program Notices

10. CONTRACTOR LICENSING

Contractors that are nonprofit organizations and are performing weatherization activities under this Agreement certify that they possess and shall continue to have an active Class "B" General Building Contractor license, issued in the agency's name/qualifying individual by the Contractors' State License Board (CSLB). Contractor shall notify CSD when any changes in licensing occur. Contractor shall possess all applicable licenses as required by the CSLB to carry out the installation and/or repairs of Central HVAC Systems, Furnaces, and Boilers.

SPECIAL LICENSING - WEATHERIZATION

Special licensing may also be required for the installation and/or repair of Evaporative Cooler, Oven and Range, Vented Space Heater, Air Conditioning, and Gas and Electric Water Heaters, if two or more weatherization measures are not installed in a single unit. Electrical wiring upgrade/replacement and knob and tube wiring certification shall always require a C-10 license.

RECORD-KEEPING RESPONSIBILITIES

Training - Contractor and subcontractors are required to maintain a training log for current employees. The training log shall document for each employee all CSD-required training received and shall include for each training session/course the source, type, and completion date. Such training logs for Contractor and subcontractors shall be maintained in the Contractor's file and shall be made available for review by CSD upon request.

B. Equipment

- 1) Contractor and subcontractors who perform combustion appliance safety tests shall maintain the Carbon Monoxide Analyzer Calibration Log (CSD 785) documenting the calibration of all analyzers as required.
- 2) Contractor and subcontractors who perform blower door and duct leakage diagnostic tests shall maintain the Manometer Calibration Log (CSD 786) documenting the calibration of all manometers as required.

The following are some of the other requirements that have not yet been included in the ARRA Ramp up Contract as no actual Weatherization Work is done under this 10% Contract.

1. All units must have an Energy Audit using either the NEAT Energy Audit system or another Energy Audit system which will be specified by CSD.
2. All units completed will be subject to the reimbursement rates as specified in the contract. Labor + Materials Costs or Measure Credit – the reimbursement amount have not yet been determined.
3. All Units must receive the required Energy Education and Health and Safety education.
4. All Units must be determined eligible based on the income eligibility guidelines and the unit eligibility guidelines.
5. The Duct Blaster and Blower Door testing requirements in all units with FAU's have not yet been determined, but based on information from conference calls and in preparation of the DOE ARRA local plan these test will be required on 100% of the units.
6. Priority service determinations as specified in the DOE contract will apply to the ARRA contract.
7. The ServTraqLite system or a similar system must be utilized. Subcontractor would be required to input all data into this system,
8. Subcontracts will have to comply with the leveraging tracking and reporting requirements of the DOE program.